

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. <b>P00029</b>		3. EFFECTIVE DATE <b>SEE BLOCK 16C</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>COMMANDER, 02-31B SPACE AND NAVAL WARFARE SYSTEMS COMMAND 4301 PACIFIC HIGHWAY SAN DIEGO, CA 92110-3127 G. Moran, 02-31B, (619)537-0440, morang@spawar.navy.mil</b>		CODE <b>N00039</b>		7. ADMINISTERED BY (If other than Item 6) <b>DCM General Dynamics Government Systems Corp 77 "A" Street Needham MA 02194-2892</b>		CODE <b>S2203A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) <b>General Dynamics Government Systems Corporation Worldwide Telecommunications Services 77 "A" Street Needham Heights, MA 02194-2892</b>				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input checked="" type="checkbox"/> <b>N68939-97-D-0041</b> <input type="checkbox"/> 10B. DATED (SEE ITEM 13) <input checked="" type="checkbox"/> <b>29 July 1997</b>			
CODE <b>2D423</b>		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**To Be Specified on the Individual Delivery Orders**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. (Specify authority) THE CHANGES
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>
<input type="checkbox"/>	D. OTHER

**E. IMPORTANT:** Contractor is not **XX** is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to reword Clause G20 – CONTRACT USAGE FEE.

**Continued on Page 2**

15A. NAME AND TITLE OF SIGNER (Type or Print) <b>Peter Bertocci</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) <b>CARLA J. BROWN</b>	
15B. CONTRACT/OFFER NO. <b>Peter Bertocci</b> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <b>Carla J. Brown</b> (Signature of Contracting Officer)	
15C. DATE SIGNED <b>6-18-01</b>		16C. DATE SIGNED <b>7-9-01</b>	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 DFR) 53.243

1. Accordingly, Clause G20 is rewritten as shown below:

## **G20 CONTRACT USAGE FEE**

G20.1 All CLIN/SCLIN prices in this contract include the fee, where applicable, which supports the Navy Umbrella Contracts Program and other working capital fund agencies with which a fee sharing agreement is in place. This fee allows the contract sponsors to recover the expenses of awarding and managing this and other contracts under the Navy Umbrella Contracts Program. The application and amount of this fee, as included in contract unit prices, are at the sole discretion of the Navy, and are not subject to dispute. The Navy agrees to share equally the Contract Usage Fee with HQ, SSC/ITP for all Air Force orders, excluding orders placed in support of the Air Force CITS-ITS program.

G20.2 By the 10<sup>th</sup> calendar day after the completion of each month, SPAWAR Systems Center (SSC) Charleston Norfolk Office will provide General Dynamics with a notice that lists all of the ViViD Delivery Orders issued to General Dynamics by Government Ordering Offices during the previous month, the value of the Delivery Orders, and their Government Tracking Numbers. In response to this notice and by the 15<sup>th</sup> calendar day after the completion of each month, General Dynamics will provide a notice to SPAWAR Systems Center (SSC) Charleston Norfolk Office that either confirms or disputes that General Dynamics received all of the orders identified by SPAWAR Systems Center (SSC) Charleston Norfolk Office during the previous month. By the 30<sup>th</sup> calendar day after the completion of each month, General Dynamics will provide to SPAWAR Systems Center (SSC) Charleston Norfolk Office a file indicating the following for each of the Delivery Orders that General Dynamics received during the previous month:

Government Tracking Number

Customer Name

Delivery Order Status:

Open - (more invoices will be issued against this DO after the current report period)

Closed - (no more invoices will be issued against this DO after the current report period)

Date DO Received by General Dynamics

\$ Amount of the DO

Act Fee % for the DO

\$ Amount Invoiced

Date Invoiced Note: Multiple invoices rendered against a DO will have a line for each invoice occurrence.

\$ Amount invoiced against the DO to date

Act Fee Paid Navy for the invoice

Date Act Fee paid Navy

Remaining \$ amount to be invoiced against the DO

Remaining Act fee Navy to be paid against the DO

Act Fee Paid Air Force for the invoice

Date Act Fee paid Air Force

Remaining Act fee Air Force to be paid against the DO

G20.3 By the 30<sup>th</sup> calendar day after the completion of each month, the Contractor shall remit applicable Contract Usage Fees associated with the delivery orders that the Contractor invoiced to the Government during the previous month to SPAWAR Systems Center (SSC) Charleston Norfolk Office. The Contract Usage Fee amount due Navy shall be paid by check made payable to “Treasurer of the United States,” and forwarded to:

Regular US Post Office:

Financial Management Office(FMO)  
SSC Charleston Norfolk Office  
ViViD Program - General Dynamics Contract  
PO Box 1376  
Ste 233-Code 6411.2 (J Rightmeyer)  
Norfolk, VA 23501-1376

Overnight services:

Financial Management Office(FMO)  
SSC Charleston Norfolk Office  
ViViD Program - General Dynamics Contract  
9456 Fourth Avenue  
Ste 233-Code 6411.2 (J Rightmeyer)  
Norfolk, VA 23511-2130

To ensure that the payment is credited properly, the Contractor shall identify the check as “Contract Usage Fee - GD ViViD Contract.”

G20.4 Also by the 30<sup>th</sup> calendar day after the completion of each month, the Contractor shall remit applicable Contract Usage Fees associated with the Air Force delivery orders, excluding CITS-ITS orders, that the Contractor invoiced to the Government during the previous quarter to DFAS OPLOC/PE. The Contract Usage Fee amount due Air Force shall be paid by check made payable to “DFAS OPLOC/PE” and forwarded to:

DFAS OPLOC/PE  
130 West Ave., Suite A  
Bldg 603-2, Code FDA-SSG  
Pensacola, FL 32508-5120

To ensure that the payment is credited properly, the Contractor shall attach a company cover letter in the following format:

Date: (current)

MEMORANDUM FOR DFAS OPLOC/PE

130 West Ave., Suite A  
Bldg 603-2, Code FDA-SSG  
Pensacola, FL 32508-5120

From: (company name)  
(company address)

SUBJECT: Collection of Checks for ViViD Contract Usage Fees - FY xx (current fiscal year)

1. Line of accounting to collect this check into is: AA 97X4930.FF12 016 G2291 0 068142 3F 000000 913111  
VIVID.JON IYXH2QW700

2. Direct questions to (company poc and phone number).

(signature)

1 Attachment: Check # (check number)

Also provide copies of the above letter and the check via mail and fax to:

HQ SSG/ITP  
501 East Moore Drive  
MAFG-Gunter Annex, AL 36114

Fax: (334) 416-1351 Attn Glen Denner

G20.5 If the Contractor fails to remit the Contract Usage Fee in the manner and amount specified in G20.3, the amount shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR Clause 52.232-17, Interest.)

G20.6 Failure by the Contractor to pay the Contract Usage Fee in a timely manner may result in termination of the contract. Willful failure or refusal to make timely payment of the Contract Usage Fee constitutes a cause for terminating the contract for default under FAR 52.249-8 Default (Fixed Price Supply and Service).

2. Except as modified above, all other terms and conditions of contract N68939-97-D-0041 remain unchanged and in full force and effect.